

**ORDINANCE #66180**  
**Board Bill No. 379**

An Ordinance, recommended and approved by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the design and construction of streetscape enhancements, including but not limited to the installation of historic pedestrian lighting pull boxes, trees, grates, drainage inlets and sidewalks (where necessary) and piping alterations (where necessary) along Dr. Martin Luther King, Jr. Drive between Grand Boulevard and Jefferson Boulevard (the "Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project"); and authorizing and directing the City of St. Louis (the "City") through its Board of Public Service to let contracts and provide for the design, construction, materials, and equipment, for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real property interests for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, and other governmental agencies, and to otherwise provide for the design and construction of the streetscape enhancements for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wages requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, 1994, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 RSMo., as amended; and appropriating the total estimated cost of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project as follows: a) One Million Fifty Thousand Dollars (\$1,050,000.00) from the funds in the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and b) Four Hundred Fifty Thousand Dollars (\$450,000.00), the remainder of the City's share of the matching funds, from the ½ cent sales tax revenue including monies from Wards 5, 6, and 19 to be expended for the payment of costs for work and services authorized herein and such work and services shall be contracted and done in parts as funds are accrued in the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931 and are adequate to pay the City's matching share of the costs; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; authorizing the Board of Public Service to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized by this Ordinance and directing the Board of Public Service to deposit such funds in the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931; and containing a public work emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** There is hereby authorized a public works and improvement project for the design and construction of streetscape enhancements, including but not limited to the installation of historic pedestrian lighting pull boxes, trees, grates, drainage inlets and sidewalks (where necessary) and piping alterations (where necessary) along Dr. Martin Luther King, Jr. Drive between Grand Boulevard and Jefferson Boulevard (the "Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project").

**SECTION TWO.** The City of St. Louis (the "City") by and through its Board of Public Service (the "Board of Public Service") is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment, for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project, to employ labor and consultants, pay salaries, fees and wages, acquire real property interests for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, and other governmental agencies, and to otherwise provide for the design and construction of the streetscape enhancements for the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

**SECTION THREE.** The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

**SECTION FOUR.** All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City 1994, as amended.

**SECTION FIVE.** All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

**SECTION SIX.** All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 RSMo. 2000, as amended.

**SECTION SEVEN.** The total estimated cost of the Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project is One Million Five Hundred Thousand Dollars (\$1,500,000.00). There is hereby appropriated One Million Five Hundred Thousand Dollars (\$1,500,000.00) as follows: a) One Million Fifty Thousand Dollars (\$1,050,000.00) from the funds in the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and b) Four Hundred Fifty Thousand Dollars (\$450,000.00) the remainder of the City's share of the matching funds from the ½ cent sales tax revenue including monies from Wards 5, 6 and 19 to be expended for the payment of costs for work and services authorized herein. The Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project improvements shall be contracted and done in parts as funds are accrued in the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931 and are adequate to pay the City's matching share of the costs.

**SECTION EIGHT.** The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service.

**SECTION NINE.** The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

**SECTION TEN.** This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

**Proposed Board Bill - Board of Public Service to contract for Dr. Martin Luther King, Jr. Drive Streetscape Enhancement Project - City's share is (\$450,000/00) is on file in the Register's Office.**

**Approved: February 25, 2004**

**ORDINANCE #66181  
Board Bill No. 335  
Floor Substitute**

An ordinance pertaining to public nuisances; repealing Ordinance 64693 and enacting in lieu thereof a new ordinance establishing procedures for the abatement of public nuisances identified by the Public Safety Director; containing definitions, a penalty clause and an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Ordinance 64693 is hereby repealed and in lieu thereof the following provisions are enacted.

**SECTION TWO.** For purposes of this ordinance, "premises" includes any parcel of property and the building or structure, if any, which is situated on the property, and any portion of the public way that abuts the parcel of property when it is used in conjunction with the abutting property for the commission of illegal activity.

**SECTION THREE.** Nuisance defined.

(A) Any premises upon which a continuing act or physical condition is, made, permitted, allowed or continued by any person or legal entity, their agents or servants or any persona or legal entity who aids therein, which is significantly detrimental to the safety, welfare or convenience of the inhabitants of the City or a substantial part thereof, or any act or condition specifically set forth in this ordinance or any act or condition so designated by statute or ordinance, is hereby deemed a public nuisance.

(B) Any premises used for prostitution, illegal gambling, illegal possession or delivery of or trafficking in controlled substances, or any other activity that constitutes a felony, misdemeanor or ordinance violation under federal, state or municipal law which is significantly detrimental to the safety, welfare and convenience of the inhabitants of the City or a substantial part thereof, is hereby declared to be a public nuisance; provided that no public nuisance or violation of this section shall be deemed to exist unless (i) the property is used for two or more such offenses within any six-month period, or (ii) the offense for which the property is used is punishable by imprisonment for one year or more.

**SECTION FOUR.** Whenever the Director of Public Safety reasonably believes that any premises constitutes a public

nuisance as defined in Section Three, said Director or said Director's designee, shall give written notice to the person who owns or controls the premises stating that a nuisance exists and identifying reasonable abatement measures that must be taken within 30 days of the notice. The notice shall be in writing and may be served in person or sent by certified mail, return receipt requested. A copy of the notice shall be posted in a prominent place on the premises. The notice shall provide the recipient a reasonable opportunity to meet with a representative of the city to discuss allegations in the notice and the need for abatement measures.

**SECTION FIVE.** Any person who engages in, encourages or permits an illegal activity, as defined in paragraph (B) of Section Three of this ordinance, to occur or continue on such premises after the date of posting of the notice issued by the Public Safety Director, pursuant to Section Four; or any owner or manager of any premises who fails to implement reasonable and warranted abatement measures identified in the such notice issued by the Director of Public Safety or abatement measures subsequently agreed to, or other abatement measures which successfully abate the nuisance within the 30-day period following the notice, or within any other agreed upon period, shall be in violation of this ordinance and shall be subject to a fine of not less than \$200.00 and not more than \$500.00 for each offense. Each day that a violation of this section continues shall be considered a separate and distinct offense. No person shall be found in violation of (ii) of this section unless the city proves that the abatement measures were reasonable and warranted, and that the defendant knowingly failed to implement them. A person may be found in violation of this section regardless of whether an order of abatement is issued under Section Four.

**SECTION SIX.** In addition to the issuance of a summons under Section Four herein, the Director of Public Safety may initiate an administrative adjudication hearing in order to abate a public nuisance as defined in Section Three when the person has failed to abate a nuisance within 30 days of a notice issued pursuant to Section Four of this ordinance. Notice of such hearing shall be in writing and shall be served in person or sent by certified mail, return receipt requested not less than twenty (20) days prior to the date of such hearing. The order of abatement shall require the taking of reasonable measures designed to prevent the recurrence of the nuisance activity in light of the magnitude of the harm caused by the nuisance, the value of the property, and the extent to which the defendant has failed to take effective measures to abate the nuisance. Those measures may include, but are not limited to, making improvements to real estate and installing lighting to enhance security, the hiring of licensed and insured security personnel, the appointment of a receiver, the initiation and execution of eviction proceedings against tenants engaged in illegal activity, or the closing and securing of the premises for a period not to exceed one year.

**SECTION SEVEN.** Administrative hearings.

- (a) Any administrative adjudication proceeding conducted by the Department of Public Safety shall afford the parties an opportunity for a hearing before an administrative hearing officer.
- (b) An attorney who appears on behalf of any person shall file with the administrative hearing officer a written appearance on a form provided by the Department of Public Safety for such purpose.
- (c) The case for the city shall be presented by the Office of the City Counselor.
- (d) The administrative hearing officer may grant continuances only upon a finding of good cause.
- (e) All testimony shall be given under oath or affirmation.
- (f) The administrative hearing officer may issue subpoenas to secure the attendance and testimony of relevant witnesses and the production of relevant documents.
- (g) Subject to subsection (j) of this section, the administrative hearing officer may permit witnesses to submit their testimony by affidavit.
- (h) The formal and technical rules of evidence shall not apply in the conduct of the hearing. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (i) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a violation notice, or a copy thereof, issued and signed in accordance with Section Four herein shall be prima facie evidence of the correctness of the facts specified therein.
- (j) Upon the timely request of any party to the proceeding, any person, who the administrative hearing officer determines may reasonably be expected to provide testimony which is material and which does not constitute a needless presentation of cumulative evidence, shall be made available for cross-examination prior to a final determination of liability.
- (k) The record of all hearings before an administrative hearing officer shall include: (i) a record of the testimony presented at the hearing, which may be made by tape recording or other appropriate means; (ii) all documents presented at the hearing; (iii) a copy of the notice of violation or notice of hearing; and (iv) a copy of the findings and decision of the administrative hearing officer.
- (l) Upon conclusion of a hearing, the administrative hearing officer shall issue an Order of Abatement requiring the taking of reasonable measures designed to prevent the recurrence of the illegal activity in light of the magnitude

of the harm caused by the nuisance, the value of the property, and the extent to which the defendant has failed to take effective measures to abate the nuisance.

- (m) In the issuance of a final determination of liability, an administrative hearing officer shall inform the respondent of his or her right to seek judicial review of the final determination.

**SECTION EIGHT.** Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

**Approved: February 26, 2004**

**ORDINANCE #66182  
Board Bill No. 339  
Floor Substitute**

An Ordinance recommended by the Planning Commission on December 3, 2003, to change the zoning of property as indicated on the District Map, to the "H" Area Commercial District, so as to include the described parcels of land in City Blocks 4636.13, 5473 and 1690; and containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 4636.13 and 5473 is hereby changed to the "H" Area Commercial, real property being particularly described as follows:-

**Tract 1**

The Northern 26 feet of Lot 7 and Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 of Block 3 of Clifton Dale Subdivision together with the adjacent alleys, 15 feet wide, located in U.S. Survey 2037, City Block 5473, St. Louis City, Missouri.

**Tract 2**

Part of Lot 12 of D.W. Graham's Subdivision of the Sulphur Spring Tract in Block No. 4636-S of the City of St. Louis, Beginning at the Point of Intersection of the West Line of Hampton Ave. with the North Line of Wilson Ave.; thence Northwardly along the West Line of Hampton Ave. 100 feet; thence Westwardly and parallel with the North Line of Wilson Ave. to the West Line of Lot 12; thence Southwardly along the West Line of Lot 12 to the North Line of Wilson Ave.; thence Eastwardly along the North Line of Wilson Ave. 383.23 feet, more or less, to the Point of Beginning. Excepting therefrom that part conveyed to the City of St. Louis by Deed Recorded in Book 8908 page 413, and that part conveyed to the City of St. Louis by Deed Recorded in Book 208-M page 2032.

**Tract 3**

Part of Lot 11 of D.W. Graham's Subdivision of the Sulphur Spring Tract and in Block No. 1690 of the City of St. Louis, Beginning at a Point in the East line of Lot 11, where the same is intersected by the North Line of Wilson Ave; thence Westwardly along the North line of Wilson Ave., 40 feet to a point; thence Northwardly along a line parallel with the east line of Lot 11, 26.94 feet to a point; thence Northeastwardly to a point in the east line of said Lot 11, said point being 39.62 feet North from the intersection of the East line of said Lot 11 with the North line of Wilson Ave; thence Southwardly along the East line of said Lot 11, 39.62 feet to the point of beginning.

**SECTION TWO.** On the final day of the thirty-sixth (36) month after the effective date of this ordinance, the zoning designation of all of the real property described herein shall revert to the zoning designation which existed immediately prior to the effective date of this ordinance if has not been constructed seventy-five percent (75%) of the foundation necessary for the erection of a hotel building upon a portion of the real property described in Section One. Proof of compliance with the seventy-five percent (75%) requirement shall be evidenced exclusively by the filing, by the Building Commissioner of the City of St. Louis, of a certificate of compliance in the Office of the Register of the City of St. Louis. Such certificate of compliance shall be attached to the engrossed copy of this ordinance and shall be available for public inspection. In the event that the seventy-five percent (75%) requirement has been satisfied the Building Commissioner of the City of St. Louis is subject to a mandatory duty to make such certification.

**SECTION THREE.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

**Approved: February 25, 2004**

**ORDINANCE #66183**  
**Board Bill No. 345**  
**Committee Substitute**

An ordinance pertaining to parking; amending paragraph (W) in Section Two of Ordinance 61186, adopted on January 29, 1989; prohibiting the parking of vehicles within thirty (30) feet of an electric traffic control device and within twenty (20) feet of a crosswalk, stop sign, yield sign, traffic control device or any other location determined by the Traffic and Transportation Administrator; containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** Paragraph (W) of Section Two of Ordinance 61186 is hereby amended to read as follows:

**SECTION TWO.** Prohibited parking.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the direction of a police officer or official traffic-control device, no person shall park a vehicle:

- A. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- B. On a sidewalk;
- C. Within an intersection;
- D. On a crosswalk;
- E. Alongside or opposite any street excavation or obstruction when parking would obstruct traffic;
- F. Upon any bridge or other elevated structure, or within a highway tunnel, unless designated;
- G. On any railroad tracks or within fifty (50) feet of the nearest rail of a railroad crossing;
- H. On any controlled-access highway at any time except upon any highway shoulder, for emergency repairs, but in no case longer than forty-eight (48) hours;
- I. In the area between roadways of a divided highway, including crossovers;
- J. Within ten (10) feet of any United States mailbox;
- K. In a bus zone, except while actually engaged in unloading passengers or picking up waiting passengers;
- L. In a loading zone for a period of time longer than is required for expeditious loading and unloading of passengers or for the loading or unloading and delivering of materials, from a commercial vehicle;
- M. In a taxicab zone, except that the attending driver of duly licensed taxicab may so park, except while actually engaged in loading and unloading passengers or picking up waiting passengers;
- N. Where curb or edge of roadway is marked with yellow paint;
- O. On the left or median side of any divided roadway except where posted;
- P. In any alley except while loading and unloading materials not to exceed fifteen (15) minutes, provided ten (10) feet of the width of the roadway is available for the free movement of vehicular traffic and providing the vehicle is not blocking the driveway entrance to any abutting property;
- Q. At any place where official signs prohibit parking, except for a period of time not longer than is necessary for delivery or pickup of passengers or materials and in no case longer than fifteen (15) minutes or where parking is prohibited during the hours of seven a.m. to nine a.m. or four p.m. to six p.m.;
- R. On any street or alley without the current state license plate or plates required by state statutes;
- S. In a posted fire lane;
- T. On any unimproved parcel of land;
- U. In front of public or private driveway or within five (5) feet of the rounding of a driveway, alley or private street;

- V. Within fifteen (15) feet of a fire hydrant;
- W. Within thirty (30) feet of an electric traffic control device and within twenty (20) feet of a crosswalk, stop sign, yield sign, traffic control device or any other location determined by the Traffic and Transportation Administrator based on engineering standards as necessary for intersection visibility;
- X. Within twenty (20) feet of the driveway entrance to any fire station;
- Y. In so designated parking space for handicapped, including all parking lots open to the general public, unless so licensed by the state of Missouri;
- Z. Continuously upon any street, alley, roadway, or driveway where parking is permitted including streets, alleys, roadways, or driveways owned by the St. Louis Housing Authority, for longer than five (5) days.

**SECTION THREE.** Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

**Approved: February 25, 2004**

**ORDINANCE #66184**  
**Board Bill No. 352**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the First Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS :**

**SECTION ONE. LEGISLATIVE FINDINGS.**

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area beginning at the intersection of the centerlines of N. Euclid Ave. and Northland Ave. and proceeding along the centerlines in a generally clockwise direction west to Union Blvd., south to Northland Pl., west to Arlington Ave., north to Lexington Ave., east and continuing in a straight line to Union Blvd., north to Natural Bridge Ave., east to N. Kingshighway Memorial Blvd., north to Interstate 70, west to Alcott Ave., northeast to Thekla Ave., northwest to Beacon Ave., northeast to Harney Ave., southeast to Alcott Ave., northeast to West Florissant Ave., southeast to Shreve Ave., southwest to Ashland Ave., west to N. Euclid Ave., south to the point of the beginning. Such area shall be known as the First Ward Liquor Control Area.

**SECTION TWO.** The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises, not licensed as of the effective date hereof, which is located within the boundaries of the First Ward Liquor Control District established in Section One of this ordinance.

**SECTION THREE.** Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.
- (3) Issue a package license for a premises operating as a retail grocery store with annual sales of at least Five Hundred Thousand Dollars (\$500,000.00) that carries a wide variety of food and grocery items in particular product categories, including bread and dairy products; refrigerated and frozen food and beverage products; fresh and prepared meats and poultry; produce, including

fresh fruits and vegetables; shelf-stable food and beverage products, including canned and other types of packaged products; staple foodstuffs, which may include salt, sugar, flour, sauces, spices, coffee, and tea; and other grocery products, including nonfood items such as soaps, detergents, paper goods, other household products, and health and beauty aids.

#### **SECTION FOUR. EMERGENCY CLAUSE**

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: February 25, 2004**

#### **ORDINANCE #66185 Board Bil No. 392**

An Ordinance recommended by the Planning Commission on January 14, 2004, to change the zoning of property as indicated on the District Map, to the "F" Area Neighborhood Commercial District, so as to include the described parcels of land in City Blocks 4501.05 and 4500.01; and containing an emergency clause.

#### **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The zoning designation of certain real property located in City Blocks 4501.05 and 4500.01 is hereby changed to the "F" Area Neighborhood Commercial, real property being particularly described as follows:

##### **Parcel I**

Beginning at a point in City Block 4501.05 at the intersection of the west line of N. Kingshighway Boulevard and the south line of Maffitt Avenue; thence westward approximately 283 feet along the south line of Maffitt Avenue to the west property line of the real property known and numbered as 2727 N. Kingshighway Boulevard; thence southward approximately 134 feet along said property line to the north line of an east-west alley; thence eastward approximately 123 feet along said alley line to the intersection with the east line of a north-south alley; thence southward approximately 153 feet along said alley line to the north line of Northland Avenue, thence eastward approximately 160 feet to the intersection of the north line of Northland Avenue and the west line of N. Kingshighway Boulevard; thence northward approximately 289 feet along the west line of N. Kingshighway Boulevard to the beginning point.

##### **Parcel II**

From a point in City Block 4500.01, at the intersection of the west line of N. Kingshighway Boulevard and the north line of Maffitt Avenue; thence westward approximately 100 feet along the north line of Maffitt Avenue to the beginning point; thence westward along the north line of Maffitt Avenue approximately 124 feet to the east line of a north-south alley, thence northward approximately 298 feet to the south line Terry Avenue; thence eastward approximately 236 feet along the south line of Terry Avenue to the west line of N. Kingshighway Boulevard; thence southward approximately 125 feet along the west line of N. Kingshighway Boulevard to the south property line of the real property known and numbered as 2821 N. Kingshighway Boulevard; thence westward approximately 145 feet along said property line to the west property line of the real property known and numbered as 2811 N. Kingshighway Boulevard; thence south approximately 100 feet along said property line to the south property line of the real property known and numbered as 2811 N. Kingshighway Boulevard; thence eastward approximately 82 feet along said property line to the west line of the real property known and numbered as 2801 N. Kingshighway Boulevard; thence southward approximately 73 feet along said property line to the north line of Maffitt Avenue and the beginning point.

**SECTION TWO.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

**Approved: March 10, 2004**

#### **ORDINANCE #66186 Board Bill No. 235**

An ordinance prohibiting the carrying of concealed firearms by holders of concealed carry endorsements in certain buildings and areas; containing a severability clause and an emergency clause.

WHEREAS, House Bill 349 passed during the 92<sup>nd</sup> General Assembly made changes to the laws governing concealed firearms by establishing a system that will allow private citizens to obtain permits to carry concealed firearms; and

WHEREAS, it is necessary to restrict the carrying of concealed firearms on certain City property in order to protect the health and safety of City employees and the community at large; and

WHEREAS, subdivisions 6 and 8 of subsection 20 of Section 571.094 RSMo. authorize certain restrictions concerning carrying concealed firearms into certain buildings and areas;

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF ST. LOUIS, MISSOURI, AS FOLLOWS:**

**SECTION ONE.** Except as provided in Section Two, the carrying of concealed firearms by holders of concealed carry endorsements of driver's or non-driver's licenses issued pursuant to Section 571.094 RSMo 2003 or a concealed carry endorsement or permit issued by another state or political subdivision of another state ("concealed carry permittees") is hereby prohibited in any portion of buildings, including any sports arena or stadium, owned, leased or controlled by the City of St. Louis ("the City") within and without the City's limits.

**SECTION TWO.** To the extent consistent with applicable Federal, State or local laws and regulations, at Lambert-St. Louis International Airport (the "Airport") the Director of Airports by written order may allow the carrying of concealed weapons by airline and airport-related personnel as needed in the performance of their duties. Pursuant to applicable Federal laws and regulations unloaded firearms intended to be shipped by aircraft into the terminal buildings in locked cases manufactured for the transportation of firearms may be carried into the Airport's terminal buildings.

**SECTION THREE.** The Director of Airports shall identify areas at the Airport, including in the terminal buildings, to which access is controlled by the inspection of persons and property, such as the Aircraft Operations Area, or other secured areas to which access with concealed firearms and the possession of firearms in a vehicle by concealed carry permittees is prohibited by Section 571.094.20 (8) or (9) RSMo..

**SECTION FOUR.** The City shall clearly identify the portions of buildings in which the carrying of concealed firearms is prohibited by Section One of this ordinance by signs approved by the City Counselor, which shall be posted at the entrances to such areas.

**SECTION FIVE.** The Director of Airports with the approval of the City Counselor shall devise and post signs informing airport users of restrictions on the carriage of firearms at the Airport.

**SECTION SIX.** Any person attempting to carry a firearm into a building or area subject to Section One or Section Three in violation of such sections of this ordinance shall be denied entrance to the building or area. Any person found to be carrying a firearm in an area subject to Section One in violation of such section of this ordinance shall be ordered to leave the building or area.

**SECTION SEVEN.** Buildings used for public housing by private persons, highways or rest areas, firing ranges, and private dwellings owned, leased, or controlled by the City are exempt from any restriction by the City on the carrying or possession of a firearm.

**SECTION SEVEN.** Severability clause. The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional or otherwise invalid, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**SECTION EIGHT.** Emergency clause. This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

**Approved: March 10, 2004**

**ORDINANCE #66187**  
**Board Bill No. 393**

An Ordinance recommended by the Planning Commission on January 14, 2004, to change the zoning of property as indicated on the District Map, to the "A" Single Family Dwelling District, so as to include the described parcels of land in City Block 4584; and containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The zoning designation of certain real property located in City Block 4584 is hereby changed to the "A" Single Family Dwelling District, real property being particularly described as follows:

Beginning at a point in City Block 4584 at the intersection of the east line of N. Sarah Street and the south line of Washington Avenue; thence eastward approximately 174 feet along the south line of Washington Avenue to the east property line of the real property known and numbered as 4056 Washington Avenue; thence southward approximately 244 feet along said property line to the north line of an east-west public alley; thence westward approximately 100 feet along said alley line to the west property line of the real property known and numbered as 4060 Washington Avenue; thence northward along said property line approximately 60 feet to the north property line of the real property known and numbered as 516 N. Sarah Street; thence westward along said property line approximately 73 feet to the east line of N. Sarah Street; and thence northward approximately 184 feet along the east line of N. Sarah Street to the beginning point.



**SECTION TWO.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

**Approved: March 10, 2004**

**ORDINANCE #66188**  
**Board Bill No. 316**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in Second Street between East Desoto Avenue and East Prairie Ave. in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

Part of Second (2nd) Street, a 60 foot wide street between City Blocks 3344 to the east and 3345 to the west, in the City of St. Louis, and the State of Missouri; said being more particularly described as follows:

Beginning at a set ½ inch iron rod marking the southeast corner of City Block 3345, said point also being the intersection of the north right-of-way of East Prairie Avenue 60 feet wide and the west right-of-way of 2nd Street 60 feet wide; thence along said west right-of-way north 34 degrees 19 minutes 19 seconds west, a distance of 414.43 feet to a set ½ inch iron rod marking the northeast corner of said City Block 3345, said point also being at the intersection of the aforementioned west right-of-way of 2nd Street and the south right-of-way of Desoto Avenue 60 feet wide; thence north 55 degrees 40 minutes 19 seconds east, a distance of 60.00 feet to a set ½ inch iron rod marking the northwest corner of City Block 3344, said point also being at the intersection of the said north right-of-way and east right-of-way of said 2nd Street; thence south 34 degrees 19 minutes 19 seconds east, a distance of 414.43 feet to a set ½ inch iron rod marking the southwest corner of said City Block 3344, said point also being the intersection of said east right-of-way of 2nd Street and the aforementioned north right-of-way of East Prairie Avenue; thence south 55 degrees 40 minutes 19 seconds west, a distance of 60.00 feet to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Proctor & Gamble, Shapiro Sales and Transit Terminal will use vacated area for commercial development.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division

to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance three hundred sixty-five (365) days from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 10, 2004**

**ORDINANCE #66189**  
**Board Bill No. 344**

An ordinance approving a Redevelopment Plan for the 2803-23 Russell Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated September 23, 2003 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied. The Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the city to cooperate and to exercise their respective powers in a manner consistent with the Plan.

**WHEREAS**, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

**WHEREAS**, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

**WHEREAS**, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the city of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 2803-23 Russell Avenue Area, dated September 23, 2003, consisting of a Title Page, a Table of Contents Page, and fifteen (15) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

**WHEREAS**, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

**WHEREAS**, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

**WHEREAS**, the Plan has been presented and recommended by LCRA and the Planning Commission to this Board for review and approval; and

**WHEREAS**, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Plan conforms to said general plan; and

**WHEREAS**, this Board has duly considered the reports, recommendations and certifications of the LCRA and the Planning Commission; and

**WHEREAS**, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

**WHEREAS**, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

**WHEREAS**, in accordance with the requirements of Section 99.430 of this Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising all those who were interested in being heard were given a reasonable opportunity to express their views; and

**WHEREAS**, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as 2803-23 Russell Avenue Area.

**SECTION TWO.** The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

**SECTION THREE.** The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated September 23, 2003 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan for the Area is feasible and conforms to the general plan for the City.

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

**SECTION SEVEN.** The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

**SECTION NINE.** The property within the Area is currently unoccupied. If it should become occupied all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan for the Area gives due consideration to the provision of adequate public facilities.

**SECTION ELEVEN.** In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

**SECTION TWELVE.** All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area of any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

**SECTION THIRTEEN.** In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth there in and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the city, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

**SECTION FOURTEEN.** A Redeveloper may seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 1994, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property

as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

**SECTION SIXTEEN.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**EXHIBIT "A"**

**THE 2803-23 RUSSELL AVENUE AREA  
LEGAL DESCRIPTION**

- Parcel 1 C.B. 1314 RUSSELL AVE  
50 FT 2 ½ IN X 125 FT  
SCHOOL SECTION 16 ADDN  
LOT 1E2  
1314-00-0330  
2803 Russell Ave.
- Parcel 2 C.B. 1314 RUSSELL AVE  
35 FT X 125 FT  
ST LOUIS COMMONS ADDN  
LOT 3 & W-2  
1314-00-0340  
2805 Russell Ave
- Parcel 3 C.B. 1314 RUSSELL  
25 FT X 125 FT  
MULLANPHY ADDN  
LOT 4  
1314-00-0350  
2809 Russell Ave
- Parcel 4 C.B. 1314 RUSSELL  
50 FT X 125 FT  
BRYAN MULLANPHY ESTATE ADDN  
LOT 5, 6  
1314-00-0360  
2815 Russell Ave
- Parcel 5 C.B. 1314 RUSSELL AVE  
25 FT X 125 FT  
ST LOUIS COMMONS ADDN  
LOT 7  
1314-00-0370  
2817 Russell Ave
- Parcel 6 C.B. 1314 RUSSELL  
25 FT X 125 FT  
ST LOUIS COMMONS ADDN  
LOT 8  
1314-00-0380  
2819 Russell Ave
- Parcel 7 C.B. 1314 RUSSELL AVE  
35 FT X 92 FT  
MULLANPHY ADDN  
BLK 12 LOTS S-9 SE 10  
1314-00-0385

2823 Russell Ave

**EXHIBIT "B"**  
**Form: 09/12/03**

BLIGHTING STUDY AND PLAN  
FOR THE  
**2803-23 RUSSELL AVENUE AREA**  
PROJECT # 9602  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY

OF THE CITY OF ST. LOUIS  
September 23, 2003

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 2803-23 RUSSELL AVENUE AREA**

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#### **EXHIBITS**

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

#### **A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

##### **1. DELINEATION OF BOUNDARIES**

The 2803-23 Russell Avenue Area ("Area") encompasses approximately 0.66 acres in the Fox Park Neighborhood of the City of St. Louis ("City"), and is located on the north and south side of Russell Avenue with California Avenue to the east and Oregon Avenue to the west.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

##### **2. GENERAL CONDITION OF THE AREA**

The Area comprises seven parcels in City Block 1314. The Area is currently in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.5% unemployment rate for the City as of April 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

##### **3. PRESENT LAND USE OF THE AREA**

Existing land uses within the Area include four vacant lots, two vacant residential buildings to be demolished, and one residential building to be rehabbed.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

##### **4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES**

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 17.36 persons per acre.

##### **5. CURRENT ZONING**

The Area is zoned "F" Neighborhood Commercial and "C" Multi-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

##### **6. FINDING OF BLIGHT**

The property within the Area is unoccupied and in poor condition (as defined in Section A (2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

**B. PROPOSED DEVELOPMENT AND REGULATIONS****1. DEVELOPMENT OBJECTIVES**

The primary objective of this Plan is to facilitate the development of the Area into productive residential uses.

**2. PROPOSED LAND USE OF THE AREA**

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single-Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

**3. PROPOSED ZONING**

The zoning for the Area should be "A" Single-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

**4. RELATIONSHIP TO LOCAL OBJECTIVES**

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

**5. PROPOSED EMPLOYMENT FOR THIS AREA**

No new jobs will be created in this Area because the proposed development is residential.

**6. CIRCULATION**

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

**7. BUILDING AND SITE REGULATIONS**

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

**8. URBAN DESIGN****a. Urban Design Objectives**

The properties shall be developed so they are attractive residential assets to the surrounding neighborhood.

**b. Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.



**c. Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

**9. PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

**10. SIGN REGULATIONS**

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

**11. BUILDING, CONDITIONAL USE AND SIGN PERMITS**

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

**12. PUBLIC IMPROVEMENTS**

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

**D. EXECUTION OF PROJECT****1. ADMINISTRATION AND FINANCING**

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

**2. PROPERTY ACQUISITION**

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA

may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

**F. TAX ABATEMENT**

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

**I. DURATION OF REGULATION AND CONTROLS**

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

**J. EXHIBITS**

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

**EXHIBIT "A"**

**THE 2803-23 RUSSELL AVENUE AREA  
LEGAL DESCRIPTION**

Parcel 1 C.B. 1314 RUSSELL AVE  
50 FT 2 ½ IN X 125 FT  
SCHOOL SECTION 16 ADDN  
LOT 1E2  
1314-00-0330  
2803 Russell Ave.

Parcel 2 C.B. 1314 RUSSELL AVE  
35 FT X 125 FT  
ST LOUIS COMMONS ADDN  
LOT 3 & W-2  
1314-00-0340  
2805 Russell Ave

Parcel 3 C.B. 1314 RUSSELL  
25 FT X 125 FT  
MULLANPHY ADDN  
LOT 4  
1314-00-0350

2809 Russell Ave

Parcel 4 C.B. 1314 RUSSELL  
50 FT X 125 FT  
BRYAN MULLANPHY ESTATE ADDN  
LOT 5, 6  
1314-00-0360  
2815 Russell Ave

Parcel 5 C.B. 1314 RUSSELL AVE  
25 FT X 125 FT  
ST LOUIS COMMONS ADDN  
LOT 7  
1314-00-0370  
2817 Russell Ave

Parcel 6 C.B. 1314 RUSSELL  
25 FT X 125 FT  
ST LOUIS COMMMON ADDN  
LOT 8  
1314-00-0380  
2819 Russell Ave

Parcel 7 C.B. 1314 RUSSELL AVE  
35 FT X 92 FT  
MULLANPHY ADDN  
BLK 12 LOTS S-9 SE 10  
1314-00-0385  
2823 Russell Ave

See attached Exhibits B, C & D

**EXHIBIT "E"**  
**FORM: 05/26/99**

#### **EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

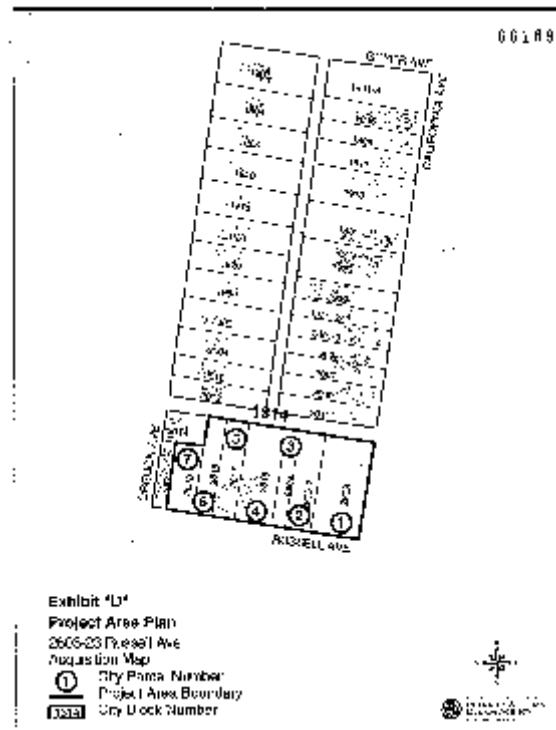
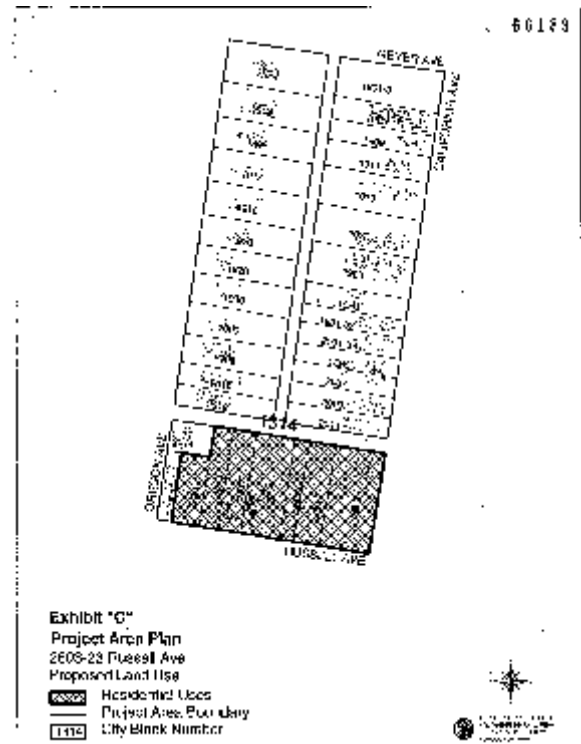
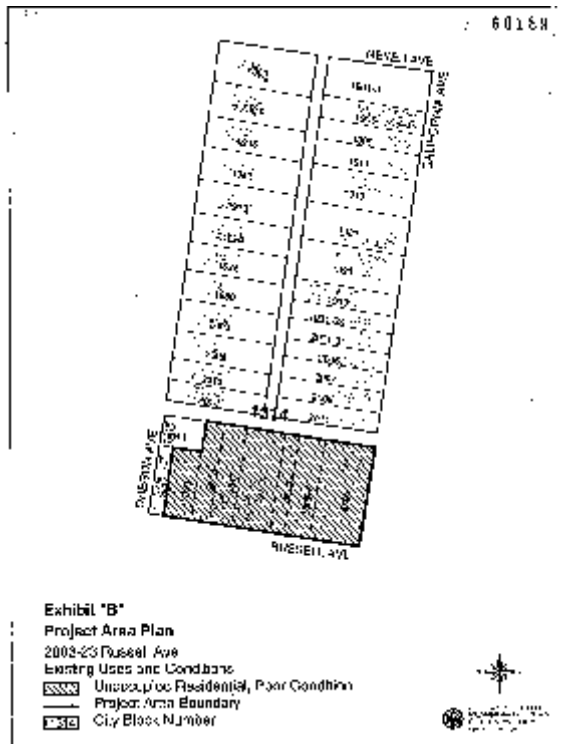
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**Approved: March 10, 2004**

## ORDINANCE NO. 66189 - EXHIBITS B, C &amp; D



**ORDINANCE #66190**  
**Board Bill No. 348**  
**Floor Substitute**

An ordinance approving an amended development plan for the Central Industrial Corridor East Area ("Area") after affirming that the Area blighted by Ordinance 58278 as described in Exhibit "A" attached hereto and incorporated by reference, is blighted, insanitary, undeveloped industrial area as defined in Sections 100.310 (2), (11), (18) of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 100.300 to 100.620 inclusive), affirming that the industrial development and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City of St. Louis ("City"); approving the Blighting Study and Plan dated January 29, 1981, amended December 16, 2003, for the Area ("Amended Plan"), incorporated herein by attached Exhibit "B"; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Planned Industrial Expansion Authority of the City of St. Louis ("PIEA") through the exercise of eminent domain or otherwise; finding that the property within the Area is partially occupied and the Developer shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Amended Plan; finding that there should be available a twenty (20) year real estate tax abatement; and pledging cooperation of the St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

**WHEREAS**, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting or other conditions in the Area which retard the provision of housing accommodations; or because there is a predominance of buildings and improvements in the Area, which, by reason of dilapidation, deterioration, and or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces, high density of population and overcrowding of buildings or land, are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime; or because the Area, by reason of defective and inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting, contains vacant parcels of land not used economically, or contains structures whose operation is not economically feasible, or contains intermittent commercial and industrial structures in a primarily industrial and commercial area, or contains insufficient space for the expansion and efficient use of land for industrial plants and commercial uses amounting to conditions which retard economic or social growth, result in economic waste and social liabilities and represent an inability to pay reasonable taxes; or because of the existence of a combination of such conditions in the Area or other conditions which endanger life or property by fire or other causes, the Area constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

**WHEREAS**, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

**WHEREAS**, there is a need for the PIEA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a "Project", as described in said Statute, pursuant to plans by or presented to the PIEA in accordance with Section 100.400.1(4); and

**WHEREAS**, by Ordinance 58278, the Board found the property located in the Central Industrial Corridor East Area to be a "blighted area" as defined in Section 100.300 of the Statute and said property blighted; and

**WHEREAS**, by Ordinance 69278, the Board also approved a Development Plan for the Area, dated January 29, 1981; and

**WHEREAS**, it is desirable and in the public interest to amend the Development Plan approved by Ordinance 58278 by updating and extending the time frame of the Plan; and

**WHEREAS**, the PIEA has recommended such an amended plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled Amended "Blighting Study and Plan for the Central Industrial Corridor East Development Area" dated January 29, 1981, Amended December 16, 2003 consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages attached hereto and incorporated herein as Exhibit "B" ("Amended Plan"); and

**WHEREAS**, under the provisions of the Statute, it is required that this Board take such actions as may be required to approve the Amended Plan; and

**WHEREAS**, it is desirable and in the public interest that a public body, the PIEA, undertake and administer the Amended Plan in the Area; and

**WHEREAS**, the PIEA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 100.400 and this Board has been fully apprised by the PIEA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

**WHEREAS**, the Amended Plan has been presented and recommended by the PIEA and the Planning Commission to this Board for review and approval; and

**WHEREAS**, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the Planning Commission has advised this Board that the Amended Plan conforms to said general plan; and

**WHEREAS**, this Board has duly considered the reports, recommendations and certifications of the PIEA and the Planning Commission; and

**WHEREAS**, the Amended Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

**WHEREAS**, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a development project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, age, sexual orientation, marital status or physical handicap; and

**WHEREAS**, in accordance with the requirements of Section 100.400 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

**WHEREAS**, it is necessary that this Board take appropriate official action respecting the approval of the Amended Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The finding of the Board of Aldermen, by Ordinance 58278, that certain property described therein (and described herein as Exhibit "A" attached hereto and incorporated herein) is a blighted, insanitary, or undeveloped industrial area, as defined by Sections 100.310 (2), (11), and (18) of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 100.300 to 100.620 inclusive) as amended is hereby confirmed.

**SECTION TWO.** Industrial development of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City of St. Louis ("City").

**SECTION THREE.** The Area qualifies as an industrial development area in need of industrial development under the provisions of the Statute, and the Area is blighted as defined in Sections 100.310 (2), (11), (18).

**SECTION FOUR.** The Blighting Study and Plan for the Area, amended December 16, 2003 (Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

**SECTION FIVE.** The Amended Plan for the Area is feasible and conforms to the general plan for the City.

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the development activities to be undertaken in accordance with the Amended Plan for the Area, and the proposed financing plan for the Area is feasible.

**SECTION SEVEN.** The Amended Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

**SECTION EIGHT.** The Amended Plan for the Area provides that the Planned Industrial Expansion Authority of the City of St. Louis ("PIEA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

**SECTION NINE.** The property within the Area is currently partially occupied. All eligible occupants displaced by the developer ("Developer" being defined in Section Twelve, below) for the implementation of this Amended Plan shall be given relocation assistance by the Developer at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies. In addition, the Developer shall provide timely notice of development activities to all occupants.

**SECTION TEN.** The Amended Plan for the Area gives due consideration to the provision of adequate public facilities.

**SECTION ELEVEN.** In order to implement and facilitate the effectuation of the Amended Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

- (a) Pledges its cooperation in helping to carry out the Amended Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Amended Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Amended Plan.

**SECTION TWELVE.** All parties participating as owners or purchasers of property in the Area for development ("Developer") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, age or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Developer is a party, and shall be enforceable by the PIEA, the City and the United States of America.

**SECTION THIRTEEN.** In all contracts with private and public parties for development of any portion of the Area, all Developers shall agree:

- (a) To use the property in accordance with the provisions of the Amended Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the PIEA and the Amended Plan, bona fide Minority Business Enterprises ("MBE's") and Women Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City.
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women contractors, subcontractors and material supplier participation in the construction pursuant to the Amended Plan. The Developer will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Contracts Administration Manager of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Developer.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Developer" as used in this Section shall include its successors in interest and assigns.

**SECTION FOURTEEN.** A Developer which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. Such tax abatement shall be in effect for a total period of up to twenty (20) years from the commencement of such tax abatement, in accordance with the following provisions:

If property is sold by the PIEA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the PIEA and leased to any such corporation then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year which such corporation shall lease such property.

For the ensuing period of up to ten (10) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property, and when paid to the Collector of Revenue of the City of



St. Louis, shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during said twenty (20) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the PIEA. In no event shall such benefits extend beyond twenty (20) years after the redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Amended Plan, shall be approved by this Board in the same manner as the Amended Plan was first approved. Modifications which will substantially change the Amended Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Amended Plan.

The Amended Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the PIEA, provided that such revisions shall be effective only upon the consent of the Planning Commission. Changes which are not substantial are those that do not go to the crux of the Amended Plan.

**SECTION SIXTEEN.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

#### **EXHIBIT "A"**

### **CENTRAL INDUSTRIAL CORRIDOR EAST AREA LEGAL DESCRIPTION**

Beginning at a point which is the intersection of the east line of Twelfth St. with the extension of the south line of Chouteau Ave.; thence westwardly along said extension and the south line of Chouteau Ave. to its intersection with the extension of the west line of 14th St.; thence northwardly along said extension and west line of 14th St. to its intersection with the south right-of-way line of Missouri Pacific Railroad; thence eastwardly along said south right-of-way line and its extension across 12th St. to its intersection with the east line of 12th St.; thence leaving the south right-of-way line of Missouri Pacific Railroad and proceeding southwardly along the east line of 12th St. to its intersection with the extension of the south line of Chouteau Ave., said point being the point of beginning.

**EXHIBIT "B"**  
**Form: 12/31/03**

### **AMENDED BLIGHTING STUDY AND PLAN FOR THE CENTRAL INDUSTRIAL CORRIDOR EAST AREA PROJECT #514 PLANNED INDUSTRIAL EXPANSION AUTHORITY OF THE CITY OF ST. LOUIS**

January 29, 1981  
Amended December 16, 2003

MAYOR  
FRANCIS G. SLAY

### **BLIGHTING STUDY AND PLAN FOR CENTRAL INDUSTRIAL CORRIDOR EAST AREA**

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"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON- DISCRIMINATION GUIDELINES

#### A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

##### 1. DELINEATION OF BOUNDARIES

The Central Industrial Corridor East Area ("Area") encompasses approximately 17 acres in the Downtown West Neighborhood of the City of St. Louis ("City") and is bounded by Chouteau Ave. on the south, S. 14th St. on the west, a rail yard on the north and S. Tucker Blvd. to the east.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

##### 2. GENERAL CONDITION OF THE AREA

The Area comprises all of City Blocks 440, 441, 442, 443 and a portion of City Block 212 and includes the following addresses: 1201-1331 Chouteau Ave., 1200-1332 and 1201-1331 Gratiot St., 701-931 S. 12th St., 700-932 S. 14th St., 800-930 and 801-931 S. 13th St. The Area is in fair to poor condition. The physical conditions

within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 9.4% unemployment rate for the City as of October, 2003. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately 300 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include commercial and light industrial uses and related parking lots.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for industrial, commercial and residential uses.

Residential density for the surrounding neighborhoods is approximately 2.99 persons per acre.

5. CURRENT ZONING

The Area is zoned "K" Unrestricted and "J" Industrial Districts pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and in fair to poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 100.310(2) et seq. of the Revised Statutes of Missouri 2000, as amended (the Planned Industrial Expansion Authority Law).

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive commercial and light industrial and residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial, light industrial and residential uses permitted in Areas designated "J" Industrial and "H" Area Commercial Districts by the City of St. Louis Zoning Code. Redevelopers authorized by the Planned Industrial Expansion Authority of the City of St. Louis ("PIEA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, X-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area should be "J" Industrial and "H" Area Commercial Districts. All land coverage and

building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the PIEA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 100 to 200 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Developer shall develop the Area in accordance with this Plan and the Development Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Developer in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

Renovate existing structures capable of rehabilitation, demolish structures inconsistent with the objective of the development of the Area and construct new commercial, light industrial and residential uses.

b. **Urban Design Regulations**

Rehabilitate existing structures and construct new ones that respect the surrounding area.

c. **Landscaping**

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the PIEA and the Developer. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: Upper Level signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). Pedestrian level signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the PIEA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the Area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the PIEA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the PIEA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately four (4) years of approval of this Plan by ordinance.

The PIEA may alter the above schedule as economic conditions warrant.

**D. EXECUTION OF PROJECT****1. ADMINISTRATION AND FINANCING**

The PIEA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Planned Industrial Expansion Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

**2. PROPERTY ACQUISITION**

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The PIEA may acquire any property in the Area by the exercise of eminent domain or otherwise.

**3. PROPERTY DISPOSITION**

If the PIEA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the PIEA. Any property acquired by the PIEA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 100.410, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

**4. RELOCATION ASSISTANCE**

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**E. COOPERATION OF THE CITY**

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

**F. TAX ABATEMENT**

A Developer which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty (20) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the PIEA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the PIEA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

For the ensuing period of up to ten (10) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said twenty (20) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the PIEA. In no event shall such benefits extend beyond twenty (20) years after the redevelopment corporation shall have acquired title to the property.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS****1. LAND USE**

The Developer shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

**2. CONSTRUCTION AND OPERATIONS**

A Developer shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

**3. LAWS AND REGULATIONS**

A Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

**4. ENFORCEMENT**

All of the provisions of this Section G shall be incorporated in a Contract between the PIEA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Developer, its heirs, successors or assigns, by the PIEA, the City, any state having jurisdiction or the United States of America.

**H. MODIFICATIONS OF THIS PLAN**

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the PIEA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

**I. DURATION OF REGULATION AND CONTROLS**

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Amended Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

**J. EXHIBITS**

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

**K. SEVERABILITY**

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

**EXHIBIT "A"**

**CENTRAL INDUSTRIAL CORRIDOR EAST AREA  
LEGAL DESCRIPTION**

Beginning at a point which is the intersection of the east line of Twelfth St. with the extension of the south line of Chouteau Ave.; thence westwardly along said extension and the south line of Chouteau Ave. to its intersection with the extension of the west line of 14th St.; thence northwardly along said extension and west line of 14th St. to its intersection with the south right-of-way line of Missouri Pacific Railroad; thence eastwardly along said south right-of-way line and its extension across 12th St. to its intersection

with the east line of 12th St.; thence leaving the south right-of-way line of Missouri Pacific Railroad and proceeding southwardly along the east line of 12th St. to its intersection with the extension of the south line of Chouteau Ave., said point being the point of beginning.

See attached Exhibits B, C & D

**EXHIBIT "E"**  
**FORM: 08/02/99**

### **EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

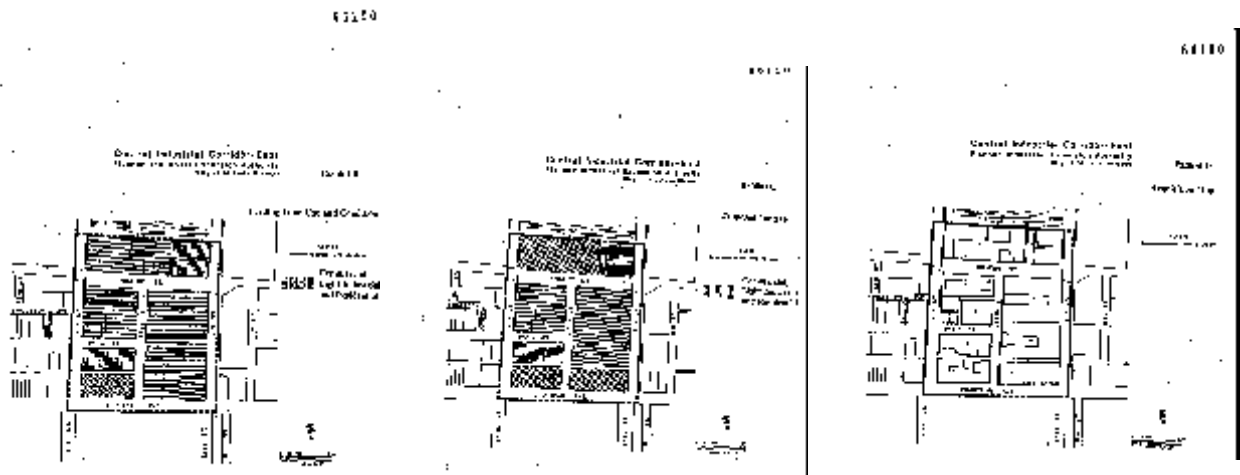
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**Approved: March 10, 2004**

**ORDINANCE NO. 66190 - EXHIBITS B, C & D**





**ORDINANCE #66191**  
**Board Bill No. 353**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the "First Amendment To The Lambert-St. Louis International Airport (the 'Airport') Concession Agreement (Shoe Shine)" (hereinafter referred to as the "First Amendment") to the Airport Concession Agreement for Shoe Shine (AL-69) between the City and Airport Shoeshine Corporation, a corporation of the State of Missouri, dated July 16, 2001, and authorized by City Ordinance No. 65215, approved June 29, 2001 (the "Agreement"); the First Amendment to the Agreement, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment; containing a severability clause; and containing an emergency clause.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "First Amendment To The Lambert-St. Louis International Airport (the 'Airport') Concession Agreement (Shoe Shine)" (hereinafter referred to as the "First Amendment") to the Airport Concession Agreement for Shoe Shine (AL-69) between the City and Airport Shoeshine Corporation, a corporation of the State of Missouri, dated July 16, 2001, and authorized by City Ordinance No. 65215, approved June 29, 2001 (the "Agreement"); the First Amendment to the Agreement, which was approved by the City's Airport Commission, is to read in words and figures as set out in **ATTACHMENT "1"** and is attached hereto and made a part hereof.

**SECTION TWO.** The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

**SECTION THREE.** The sections, conditions, and provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

**SECTION FOUR.** This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

**ATTACHMENT 1**

AIRPORT NUMBER.....

**FIRST AMENDMENT  
TO  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
CONCESSION AGREEMENT  
(SHOE SHINE)**

**THIS FIRST AMENDMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and AIRPORT SHOESHINE CORPORATION ("**Concessionaire**"), a corporation of the State of Missouri, hereinafter the "**First Amendment**".

**WITNESSETH THAT:**

**WHEREAS**, City and Concessionaire are parties to a Concession Agreement (AL-69) for Shoe Shine dated July 16, 2001 ("**Agreement**") authorized by Ordinance 65215, approved June 29, 2001; and,

**WHEREAS**, the parties desire to revise certain terms and conditions of the Agreement to provide for an earlier expiration of the Agreement and a change in the Minimum Guarantee.

**NOW, THEREFORE**, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Concessionaire agree to amend the Agreement, as follows:

**SECTION ONE:** The original term of this Agreement consists of five (5) years commencing on August 1, 2001 and ending on July 31, 2006, unless sooner terminated in accordance with other provisions of the Agreement. It is agreed that Section 401. Term., of the Agreement is hereby deleted in its entirety and the following is substituted:

Section 401. Term. The term of this Agreement shall consist of three (3) years and one (1) month, unless sooner terminated in accordance with other provisions of the Agreement. The commencement and expiration dates for this Term are written

below.

Commencement Date August 1, 2001

Expiration Date September 30, 2004

**SECTION TWO:** Section 502. Concession Fees. of the Agreement is hereby deleted in its entirety and the following is substituted:

Section 502. Concession Fees. Concessionaire agrees to pay a Minimum Guarantee, as set out below to the City as provided for herein.

	<u>Contract Years</u>	<u>Minimum Guarantees</u>
8/1/2001 – 7/31/2002	Contract Year One	\$ 115,000.00
8/1/2002 – 7/31/2003	Contract Year Two	\$ 115,000.00
8/1/2003 – 11/30/2003	Partial Contract Year	\$ 38,333.33
12/1/2003 – 9/30/2004	Partial Contract Year	\$ 50,000.00

**SECTION THREE:** Section 503. Payment. of the Agreement is hereby deleted in its entirety and the following is substituted:

Section 503. Payment. The Concession Fee payments shall be payable by the Concessionaire in advance on or before the first of each month for the period beginning August 1, 2001 and ending November 30, 2003 in equal monthly installments of \$9,583.33. For the period beginning December 1, 2003 and ending September 30, 2004 in equal monthly installments of \$5,000.00

**SECTION FOUR:** If all of the terms, covenants and conditions of the **Agreement**, as amended by this First Amendment are complied with and satisfied by the Concessionaire, the City will release the Letter of Credit provided by Concessionaire pursuant to Section 506 of the Agreement.

**SECTION FIVE:** In consideration for the City agreeing to this First Amendment, the Concessionaire and Mr. Charles Wilson on behalf of themselves and any organization, corporation, partnership, affiliate or entity that they are an officer, director, or owner of, do hereby agree that they shall not bid or submit proposals or qualifications for any future contract or concession agreements with the City and/or participate, directly or indirectly in any contract or concession agreement with the City for a period of five (5) years beginning at the effective date of this First Amendment.

**SECTION SIX:** All of the terms, covenants, warranties and conditions of the **Agreement** not inconsistent with this **First Amendment** are unchanged and are hereby ratified and approved and shall remain in full force and effect.

#### **ORDINANCE #65215** **Board Bill No. 43**

An ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City, a Shoe Shine Concession Agreement (the "Agreement") at Lambert-St. Louis International Airport (the "Airport") between the City and Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), to operate and manage a shoe shine concession at the Airport subject to the terms, covenants, and conditions of the Agreement that was approved by the Airport Commission and the Board of Estimate And Apportionment and is attached hereto as **ATTACHMENT "1"** and is incorporated herein; directing that the Agreement be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity; and containing an emergency clause.

**WHEREAS,** The City of St. Louis (the "City") now owns, operates, and maintains Lambert-St. Louis International Airport (the "Airport");

**WHEREAS,** Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), desires to enter into with the City an Airport Shoe Shine Concession Agreement, which is attached hereto as **ATTACHMENT "1"** and made a part hereof (the "Agreement");

**WHEREAS,** a shoe shine concession at the Airport is essential for the proper accommodation of the travelling public;

**WHEREAS,** it is in the best interest of the City, the Airport, the traveling public and others that the concessionaire be a qualified operator of the shoe shine concession;

**WHEREAS,** the City has determined that Concessionaire is a qualified operator of shoe shine services and has submitted a bid deemed advantageous to the City and the Airport; and

**WHEREAS**, the Agreement has been approved by the Airport Commission and the Board of Estimate and Apportionment.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The Director of Airports and the Comptroller for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City, a Shoe Shine Concession Agreement (the "Agreement") at Lambert-St. Louis International Airport (the "Airport") between the City and Airport Shoeshine Corporation, a State of Missouri corporation (the "Concessionaire"), to operate and manage a shoe shine concession at the Airport subject to the terms, covenants, and conditions of the Agreement that was approved by the Airport Commission and the Board of Estimate And Apportionment and is to read in substance in words and figures as set out in **ATTACHEMENT "1"**, which is attached hereto and is incorporated herein.

**SECTION TWO.** The Agreement shall be in compliance with all applicable disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions, and executive orders relating to equal employment opportunity.

**SECTION THREE.** This being an ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**



**AIRPORT SHOESHINE CORPORATION**

**SHOE SHINE CONCESSION AGREEMENT**

**NO. AL-69**

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**AIRPORT NUMBER AL-69**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
CONCESSION AGREEMENT  
(SHOE SHINE)**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2001 by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City") and Airport Shoeshine Corporation, (Concessionaire") a corporation of the State of \_\_\_\_\_.

WITNESSETH, That:

WHEREAS, City now owns, operates and maintains an international airport known as "Lambert-St. Louis International Airport", located in the County of St. Louis, Missouri ("Airport"); and

WHEREAS, a Shoe Shine Concession at the Airport is essential for proper accommodation of the public;

WHEREAS, an the Airport wishes to provide a Shoe Shine Concession at the Airport for the convenience of the traveling public;

WHEREAS, City has determined that it is in the public interest for the following objectives to be met in the provision of a Shoe Shine Concession:

- To provide a first-class, full-service Shoe Shine Concession that meets Airport user needs and adds value to other Airport and airline services;
- To provide a high level of service at prices that are attractive to airport users and competitive with local prices;
- To provide a Shoe Shine Concession that is operated by well trained, efficient, courteous, and pleasant staff;
- To be responsive to Federal Aviation Administration goals for Disadvantaged Business Enterprise participation in concessions.

WHEREAS, the City has advertised and received competitive Bids for the right to manage and operate a Shoe Shine Concession at the Airport, and by this process City has determined that Concessionaire is a qualified operator of this service and has submitted a Bid deemed advantageous to the public and City;

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Concessionaire agree as follows:

#### **ARTICLE I DEFINITIONS**

Section 101. Definitions. The following words and phrases shall have the following meanings:

"Agreement" shall mean this document (including exhibits) and any amendments thereto, duly approved by City.

"Airport" as stated in the preamble hereof.

"Airport Properties Department" shall mean that department of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, concessionaire and other space at the Airport, and shall be Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"City" as stated in the preamble hereof.

"Concessionaire" as stated in the preamble hereof.

"Contract Period" shall be five (5) years commencing on the first day of the term of the Agreement.

"Director" shall mean the Director of Airports of the Airport Authority of the City of St. Louis, and incorporates the granting of approval requirements of Section 1414. Withholding Required Approvals. hereof.

"Disadvantaged Business Enterprise" or "DBE" shall mean a small business: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or, as in the case of a publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or are lawfully admitted permanent residents) and who are rebuttably presumed to be Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans or Asian-Indian Americans and any other individuals or groups found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, as amended.

"Gross Revenue" shall mean the gross receipts from all sales made and services performed for cash or credit on the Airport, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire's operations on the Airport, whether performed by Concessionaire, its subcontractors, subsidiaries, associated companies or otherwise. Only the following may be excluded or deducted, as the case may be, from Gross Revenues:

- Federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;
- Cash or credit refunds given to customers for services purchased at the Airport;

- The value of any supplies or equipment exchanged or transferred from or to other locations of Concessionaire's business not made for the purpose of avoiding a sale at the Airport;
- Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers;
- The sale or trade-in value of any equipment or fixtures approved for removal by the Director and owned by Concessionaire.

"Metropolitan" shall mean the greater St. Louis metropolitan area.

"Minimum Guarantee" shall mean Concessionaire's minimum annual concession fee, as set out in Section 502 herein.

"Premises" shall mean a location or locations described in Section 201 that has or have been designated by City for the sale of Concessionaire's services and for other uses herein specifically provided for.

"Removable Fixtures" shall mean all furnishings, equipment and fixtures installed by Concessionaire, that are not permanently affixed to any wall, floor or ceiling in the Premises.

## **ARTICLE II PREMISES**

Section 201. Premises. City hereby permits Concessionaire to use at the Airport the Premises as described on Exhibit "A," attached hereto and made a part hereof. The rights granted in Section 301 hereof may be exercised only on the Premises.

The City will provide the shoe shine stands for Concessionaire's use.

The Director shall have the right to add, substitute, relocate or delete portions of the Premises upon notice to Concessionaire. Such changes will be made at the sole expense of Concessionaire and City will not be liable or responsible for any loss whatsoever including without limitation any inconvenience or loss by Concessionaire of work time, profit or business resulting from such changes.

Section 202. Access. Subject to the terms, covenants and conditions of this Agreement, Concessionaire has the right of free access, ingress to and egress from the Premises, for Concessionaire's employees, agents, guests, patrons and invitees.

## **ARTICLE III RIGHTS**

Section 301. Rights. City hereby grants to Concessionaire, subject to all the terms, covenants and conditions of this Agreement, the non-exclusive right, license and privilege to operate a Shoe Shine Concession within the Premises, consisting of first class, high quality, shoe shine services. Concessionaire is not granted the right to offer for sale any other services or products. City does not envision, during the term hereof, granting Shoe Shine Concession rights to any other entity that would be in direct competition with Concessionaire.

Section 302. Limitation of Rights. Concessionaire does not have the right to sell merchandise. Concessionaire shall have no right to perform any services or engage in any other business or commercial activity on the Airport except in the locations approved under this Agreement. If any services, other than those specifically mentioned in Section 301 are offered for sale by Concessionaire, Concessionaire will cease and desist from any further sales thereof immediately and not later than upon receipt of written notice from the Director and the decision of the Director shall be final.

This Agreement grants no real or implied rights to any Concession privileges on the Airport other than in the Premises.

## **ARTICLE IV TERM**

Section 401. Term. The term of this Agreement shall consist of five (5) years commencing on the latter of June 1, 2001 or on the first day of the month following the date City fully executes this Agreement and ending five (5) years thereafter unless sooner terminated or extended in accordance with other provisions of this Agreement. The initial commencement and expiration dates shall be written in the spaces below by the City.

Commencement Date \_\_\_\_\_

Expiration Date \_\_\_\_\_

Section 402. Surrender of Possession. No notice to quit possession at the expiration date of the term of this Agreement shall be necessary. Concessionaire covenants and agrees that at the expiration date of the term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, which in accordance with Section 708 may be restored to original condition, reasonable wear and tear, acts of God, and other casualties excepted, and City shall have the right to take possession of the Premises with or without due process of law.

Section 403. Holdover Provision. If Concessionaire shall, with the prior written approval of the Director, hold over after the expiration of the term of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Concessionaire shall pay to City the same Concession Fees as set forth in the final year herein, unless different fees shall be agreed upon, and shall be bound by all terms, covenants and conditions of this Agreement.

## ARTICLE V FEES AND PAYMENT

Section 501. General. Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the concession fees set forth below in Section 502 and the utilities described in Section 804 of this Agreement, without demand during the term of the Agreement.

Section 502. Concession Fees. Concessionaire agrees to pay, for each Contract Year, a minimum annual concession fee for the rights and privileges herein granted by City. The minimum annual concession fee the Concessionaire covenants to pay to City for each Contract Year are as follows:

Year 1	\$115,000.00
Year 2	\$115,000.00
Year 3	\$115,000.00
Year 4	\$115,000.00
Year 5	\$115,000.00

Section 503. Payment. Payments shall consist of (a) an amount equal to 1/12th the Minimum Guarantee, to be paid in advance on or before the first day of each month during the Concession Period. (See Section 505 Unpaid Fees for service charge.)

### Section 504. Reports.

- A. Concessionaire shall submit to City by the 15th day of the second and each succeeding month of the term hereof, two copies of an accurate statement of Gross Revenue. This statement must separately state Gross Revenue for sales of products and services, listed by location, and be certified as accurate by an officer of Concessionaire. The final statement of Gross Revenue will be due by the 15th day of the month following expiration of this Agreement. City reserves the right to use these statements of Gross Revenue as a source of information to Bidders in a future solicitation for Bids for this concession.

Concessionaire shall submit to City by the 15th day of the second and each succeeding month of the term thereof, two copies of accurate DBE/MBE/WBE participation reports. One report is to be submitted to the Airport Properties Department, P.O. Box 10212, St. Louis, Missouri, 63145, and the other to the Airport Authority's Contracts Administration/DBE Office, 4610 North Lindbergh Blvd., Suite 240, Bridgeton, Missouri, 63044-2203.

- B. Concessionaire shall submit an audit report of Gross Revenue within 120 days following the conclusion of each Contract Year, and within 120 days following the conclusion of any extended contract period(s). These audit reports must be prepared by an independent Certified Public Accountant. The audit reports shall, at a minimum, certify the accuracy of (i) reported total accumulated Gross Revenue, and (ii) the aggregate amount attributable to DBE participants, if any. The audit reports shall also include a schedule showing the total of actual payments to City during the Contract Period and shall state an opinion as to the correctness of the computation of Gross Revenue without exception.

If through such audit report, it is established that additional fees are due City, Concessionaire shall pay such additional fees to City not later than fifteen (15) days after completion of such statement and receipt of written notice from the Director. If it is established that Concessionaire has overpaid City, then such overpayment from Concessionaire shall be credited to the fees and charges next thereafter due from Concessionaire or paid to Concessionaire upon expiration of the Agreement. Concessionaire shall immediately notify City of any audit conducted by Federal, State or local authorities.

- C. Concessionaire shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the Airport Authority to determine compliance with the DBE participation requirement [at a minimum of three (3) years after the expiration or termination of this Agreement]. The Airport Authority reserves the right to investigate, monitor, audit and/or review records for compliance.

Section 505. Unpaid Fees. All unpaid fee payments due City hereunder will bear a service charge of 1½% per month if same is not paid and received by City on or before the 15th of the month in which said payments are due (see Section 503. Payment for due date), and Concessionaire agrees that it will pay and discharge all costs and expenses including attorney's fees and litigation costs incurred or expended by City in collection of said delinquent amounts due, including services charges, within five (5) days of notice.

Section 506. Performance Bond. Concessionaire agrees to furnish a bond to City in the principal amount of \$30,000.00. Such bond will guarantee the payment of the Concession Fees and performance of all other terms, conditions and covenants of this Agreement. The bond will be in the form of a standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (1) having a "Best" key rating of not less than A and with a "Best" Financial Size C

Category of not less than Class VIII and (2) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect for such a period as necessary to insure compliance with all terms and provisions of this Agreement. City may agree to another form of deposit that will provide equal protection of City's interest. If City cashes the Performance Bond, Concessionaire agrees to furnish a replacement bond in the same principal amount within 15 days.

Section 507. Prompt Payment of Taxes and Fees. Concessionaire covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees and charges to become delinquent.

Section 508. Accounting Records. Concessionaire will during the term hereof make available in the St. Louis area true, accurate, complete and auditable records of all business it has conducted at the Airport. Concessionaire will make same records available in the St. Louis area for at least three (3) years following the expiration or termination of this Agreement. These records will be accessible during usual business hours to City or its duly appointed agents or auditors.

Section 509. Additional Fees and Charges. Concessionaire will pay additional fees and charges under the following conditions:

- If City has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse City.
- If City is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the conditions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees and charges thereafter due hereunder. Each and every part of such payment will be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees and charges as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between parties hereto, any receipt showing the payment of any sums or sum by City for any work done or material furnished will be prima facie evidence against Concessionaire that the amount of such payment was necessary and reasonable.

Section 510. Notice, Place and Manner of Payment. Payments will be made at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Concessionaire and will be made in legal tender of the United States.

## ARTICLE VI CONCESSIONAIRE'S OPERATIONS

Section 601. Standards of Service. Concessionaire covenants and agrees to meet City's objectives as set out in the preamble hereof. Concessionaire shall furnish a first-class Shoe Shine Concession serving the needs of all users of the Airport, and offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Airport on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Concessionaire and City. Concessionaire shall provide quality services and products and shall equip, organize, put into service and manage efficiently the Shoe Shine Concession to provide service with a clean, safe, attractive and pleasant atmosphere. Concessionaire shall provide a method of providing prompt refunds due customers. Concessionaire shall provide the Director a means of contact with a manager on a 24 hour basis.

Section 602. Hours of Operation. The minimum hours of operation for serving the public shall be 6:00 a.m. to 8:00 p.m., seven days per week. The Concessionaire may not change the hours of operation without written application to and the written approval of the Director. The Director may require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Airport.

Section 603. Pricing.

- A. The Concessionaire agrees to ensure that all prices are attractive to the public and no more than prices charged for identical shoe shine services found in comparable Metropolitan locations. For purposes of this Agreement, the comparable locations shall be shoe shine businesses operating in the Metropolitan area.
- B. The Concessionaire submitted at the time of bid a complete list of all proposed shoe shine services and the prices charged for each service. This list shall contain the current Metropolitan area price comparison, including the name of the comparison Metropolitan location, and prices charged for these services that comply with paragraph (A) of this section. The proposed prices shall not be implemented until approved in writing by the Director. The award of the bid to the Concessionaire does not imply approval of Concessionaire's proposed product price list.

- C. The Concessionaire shall not increase any prices without prior written approval of the Director. The Concessionaire's prices may normally only be increased following substantiation of Metropolitan area prices that indicate that Metropolitan area prices have increased. Any of Concessionaire's prices found to be more than comparison prices shall be reduced to no more than their Metropolitan area location comparisons. The Director reserves the right to independently compare the Concessionaire's prices to Metropolitan area prices and require the Concessionaire to reduce prices based upon its comparison.
- D. A request for a price increase by the Concessionaire must include a complete schedule of all prices, including a comparison to Metropolitan area prices charged for each service. The schedule shall include a brief description of all items to be increased. Any proposed additional services or products must be added to the complete schedule of all products and prices, and must be submitted in writing by the Concessionaire and approved in writing by the Director, prior to implementation. The proposed prices or services are subject to all pricing requirements of this Section. The Concessionaire shall give written notice to the Director of all products or services it intends to delete from the schedule. The Director reserves the right to deny the Concessionaire permission to delete any products or services from this schedule. Product or service additions and deletions may be proposed at any time. It is the Concessionaire's responsibility to ensure compliance with the requirements of this section. Concessionaire's prices found to be more than Metropolitan area prices shall be reduced to no more than their Metropolitan area comparisons.

Section 604. Promotion and Marketing.

- A. Concessionaire warrants, represents, and agrees that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business it conducts hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method.
- B. The Concessionaire shall arrange shoe shine services in each location within the Premises in such a manner that will maximize overall Gross Revenue. The Director may require the Concessionaire to make specific changes to locations and/or visibility if such efforts are not being effectively made by Concessionaire.

Section 605. Personnel.

- A. Concessionaire shall require its employees to wear appropriate uniforms and badges to indicate the fact and nature of their employment.

Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Shoe Shine Concession. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules and regulations. Concessionaire shall prohibit and restrain its agents, visitors and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection. The Concessionaire's oral solicitation of business at the Airport shall be confined to the Concession Premises, and may not interfere with other Tenant operations.

- B. Employee parking will be offered as available in the Airport Employee Parking Lot at established rates.
- C. Concessionaire shall provide staff in adequate numbers to provide a high level of service.
- D. Concessionaire acknowledges and agrees that it will conduct an employee background check of each of its personnel who are employed in a facility located beyond a security checkpoint if required by the Federal Aviation Administration (FAA) and/or the Airport. Concessionaire recognizes and agrees that the security requirements may change and Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

Concessionaire understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration for Concessionaire's noncompliance with the provisions of 14 CFR § 107 (1988) or other applicable law or regulation and shall promptly be reimbursed to City by Concessionaire.

Section 606. Manager. Concessionaire shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the operations and the facilities and represent and act for Concessionaire. The manager(s) shall ordinarily be available during regular business hours. A responsible subordinate shall be in charge and available at all times during the manager's absence. Management personnel must be readily accessible for all hours the Concessionaire is in operation.

Section 607. Deliveries. Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions and users of the Airport and shall coordinate its use of the receiving dock with other users. All deliveries are the responsibility of Concessionaire and not the Airport. The Concessionaire shall use only delivery carts equipped with pneumatic tires and rubber bumpers. Carts shall not have any exposed brackets or bolts. Deliveries shall be made at such times and in such manners as to minimize disruption of passenger traffic in the gate areas and/or other tenant operations.

Section 608. Record Keeping. Concessionaire agrees to provide for the collection of all monies and provide accounting,



audit and reports of Gross Revenue as required by Article V of this Agreement. In addition, Concessionaire shall ensure that a point of sale system or other recording method is provided which is capable of providing comprehensive records, in a format acceptable to the Director, of daily, monthly and annual sales of Concessionaire and DBE participant(s), if any, under this Agreement (these records are to be retained by Concessionaire for a minimum of three (3) years).

Section 609. Transition Period. During any future transition of the Shoe Shine Concession to another concessionaire, if applicable, Concessionaire shall use its best efforts to assure a smooth transition. Concessionaire agrees to closely coordinate the planning and execution of the transition with the Director.

Section 610. Operation.

- A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide and is responsible for all employees and necessary components of the operation, including inventory, fixtures, equipment and supplies, a cash register for each shoe shine location, cash register stands, and black or dark gray non-slip rubber mats, 3'0" x length of stand, to be placed in front of the stands during operation and removed when stands are not in operation.
- B. City shall not be responsible for any goods, merchandise or equipment used, maintained or stored at the facility, nor will it be responsible for damage to such goods or merchandise resulting from flood, fire, explosion, vandalism or other causes outside the control of City.

Section 611. Communication.

- A. Concessionaire's local manager shall schedule quarterly or monthly meetings with the appropriate representative of the Airport Properties Department to discuss sales and any other relevant issues which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times as necessary.
- B. Concessionaire shall be responsible for notifying the Airport Properties Department of any problem which reduces service levels or sales or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 612. Customer Complaints. Concessionaire will establish procedures for handling all customer complaints. Concessionaire will respond in writing to every complaint (written or oral), within seven (7) calendar days, to the complainant and make a good faith attempt to explain, resolve or rectify the cause of the complaint. Concessionaire will provide the Director a copy of each such complaint and its written response thereto. Concessionaire will also provide the Director a monthly summary of complaints received together with the resolution/disposition of the complaints.

Section 613. Interference to Air Navigation. Concessionaire agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation regulations or subsequent and additional regulations of the Federal Aviation Administration, will be constructed or permitted to remain on the Premises. Any obstructions will be removed by Concessionaire at its expense. Concessionaire agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the control tower and its operations.

Concessionaire further agrees not to install any structures, objects, machinery or equipment that would interfere with operation of navigation aides or that would interfere with the safe and efficient operations of the Airport, or interfere with the operations of other tenants and users of the Airport.

## ARTICLE VII IMPROVEMENTS AND ALTERATIONS

Section 701. Construction by Concessionaire.

- A. Concessionaire takes the Premises "AS IS" and agrees, at Concessionaire's sole cost and expense, to ("Build-out") demolish existing improvements as required and design, erect, install, construct, equip, and furnish any needed improvements in the Premises in accordance with plans prepared by Concessionaire and approved by the Director subject to the requirements of this Article VII.
- B. Concessionaire agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.
- C. Concessionaire shall submit a signed Tenant Construction or Alteration Application (TCA) including complete construction drawings and specifications, as required by Section 702, to the Airport Properties Department. If construction or refurbishment is proposed in Bid, TCA shall be submitted not more than 30 days following full execution of the Agreement by City.
- D. Concessionaire shall submit a St. Louis County building permit number not more than 30 days following approval of the TCA to the Airport Properties Department.

- E. Concessionaire shall submit the contractor's liability insurance certificates and performance and payment Bonds, required by Sections 704 and 705, to the Airport Properties Department not more than 45 days following the TCA approval by the Airport Properties Department prior to commencement of work.
- F. Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit to the Airport Properties Department, as required by Section 706, prior to occupancy of premises.
- G. In the event the Concessionaire encounters materials believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, or specifically identified with method of removal, handling or protection, Concessionaire shall immediately stop work in the affected area and report the condition to the Director in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Director if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Director and the Concessionaire. The Concessionaire shall not be required to perform without consent any work relating to asbestos or PCB.

Section 702. Preparation of Plans and Specifications. Concessionaire shall submit detailed drawings, plans and specifications for improving and equipping the Premises, prepared in accordance with the Tenant Design Standards. Concessionaire will begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director and a St. Louis County building permit.

Section 703. Contractor's Liability Insurance. In any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to cause St. Louis County, City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, a combined single limit of not less than \$1,000,000 for bodily injury and property damage and include City and its Airport Commission, Board of Aldermen, officers, employees and agents as an "Additional Insured." Said insurance shall be in a form agreeable to City, and certificates showing proof of coverage shall be delivered to the Director.

Section 704. Performance and Payment Bonds. Concessionaire shall require each of its contractors and suppliers of construction materials to furnish Performance and Payment Bonds in the full amount of any contract in a form acceptable to City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo as amended. Copies of the bonds shall be given to City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

Section 705. Mechanics' and Materialmen's Liens. Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be foreclosed upon the Premises or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

Section 706. Certificates of Completion. Upon the completion of improvements hereunder, Concessionaire shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire.

Section 707. Signs.

- A. Concessionaire shall not, without the prior written approval of the Director, erect, maintain or display any signs on the Premises. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such identification signs as may be necessary for the proper conduct of an Shoe Shine Concession as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.
- B. Concessionaire shall be responsible for the cost of any modifications to the Airport directories and other signs. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 707.
- C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to the Director for approval, drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.
- D. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Shoe Shine Concession services. Concessionaire will not place any signs outside of the Premises.

Section 708. Title to Improvements and Fixtures. All improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in City upon expiration or earlier termination of this Agreement; subject, however, to Concessionaire's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the term and in accordance

with the Agreement.

All Removable Fixtures provided by Concessionaire shall remain the property of Concessionaire, and shall be removed by Concessionaire at date of expiration or termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures shall be submitted in writing to the Director by Concessionaire for the Director's approval, and such list shall be periodically updated by Concessionaire.

City reserves the right and Concessionaire agrees that the Director may require Concessionaire to restore the Premises to the condition that originally existed at the time Concessionaire took possession of the Premises. Concessionaire agrees to bear all costs of such removals and restorations.

Section 709. Cost of Improvements. The Concessionaire shall furnish the Director with satisfactory proof of Build-Out Costs within sixty (60) days following completion of work to the Premises. This proof of costs must include, at a minimum, an itemized account of all included costs supported by invoices and cancelled checks and certified as accurate by an independent Certified Public Accountant. The Concessionaire shall provide to the Director any other proof necessary to satisfy the Director.

Section 710. Reimbursement of Build-Out Costs. In the event of relocation of the Premises by the City, the City shall pay to the Concessionaire the Unamortized Investment Concessionaire has made in Improvements to the relocated Premises or portions thereof. The City shall be entitled to inspect the Improvements, and if this inspection reveals missing or damaged items, the Unamortized Investment shall be reduced by an amount equal to the cost of the replacement or repair of missing or damaged Improvements. Title to the Improvements shall pass to the City immediately upon payment of the Unamortized Investment.

#### **ARTICLE VIII USE OF PREMISES**

Section 801. Compliance with Laws and Regulations. Concessionaire shall comply with all Rules and Regulations which the Director may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

Section 802. Repairs and Maintenance. Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the following, which shall be the responsibility of City:

- A. The structural components of the building.
- B. The utility system to, and within, the Premises, except where the utility systems are owned or controlled by the utility companies.
- C. The washing of the exterior of windows in the terminal building.
- D. Perform all needed maintenance and repair of the equipment and fixtures provided by City.

Concessionaire will perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions but Concessionaire's responsibilities are not limited to those functions:

- A. Perform custodial services daily.
- B. Keep premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.
- C. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees or agents.
- D. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid). Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by these requirements. Concessionaire will inform the Airport Properties Department of its methods of handling and disposal of trash, garbage and refuse.
- E. Confine all handling and holding of Concessionaire's property to the premises.
- F. Keep all papers and debris picked up daily from the Premises.
- G. Keep Premises free of all pests and provide pest control services as needed.
- H. No storage will be permitted on the exterior areas of the Premises.

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. Concessionaire understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Concessionaire hereby releases and discharges City from any and all claims or causes of action arising out of the closing of any right-of-way.

Section 803. Right to Enter, Inspect and Make Repairs. City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.
- B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after City has given Concessionaire notice so to do, in which event Concessionaire shall reimburse City for the cost thereof plus a charge of 15% for overhead promptly upon demand.
- C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

In case of emergency, City and its authorized officers, employees, agents, contractors, subcontractors and other representative shall have the right to enter the Premises by whatever means necessary to remedy the emergency situation and without liability to Concessionaire for any damage related thereto.

Section 804. Utilities. City will provide and pay for electrical service, heated air and chilled air to the Premises. The concessionaire shall be responsible for any necessary upgrade in the electrical supply or cooling caused by increased machinery, lighting or other changes to the Premises made by the Concessionaire.

City shall not be liable to Concessionaire in damages or otherwise of any kind whatsoever for the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service.

#### **ARTICLE IX LOSS OF AND LIABILITIES PERTAINING TO PREMISES**

Section 901. Liability Insurance. Concessionaire, at its expense, at all times during the term hereof, shall cause City and its Board of Aldermen, Airport Commission, officers, agents and employees and Concessionaire to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities of Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors pursuant to this Agreement under the following types of coverage:

1. Comprehensive General Liability;
2. Comprehensive Automobile Liability (any vehicles, including owned, hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$1,000,000 comprised of such primary and excess policies of insurance as Concessionaire finds it feasible to purchase during the term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be included as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Concessionaire, its officers, agents, employees, consultants, contractors, licensees, invitees and independent contractors. Such coverages shall also extend to contractual liability insurance sufficient to cover Concessionaire's indemnity obligations hereunder. City and its Board of Aldermen, Airport Commission, officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of City and its Board of Aldermen, Airport Commission, officers, agents and employees as an "Additional Insured" is not intended to, and shall not, make City and its Board of Aldermen, Airport Commission, officers, agents and employees a partner or joint venturer with Concessionaire in its operations hereunder.

Concessionaire will maintain, and upon request furnish evidence to City, adequate provisions for Worker's Compensation Insurance, Social Security and Unemployment Compensation at statutory limits and to the extent such provisions are applicable to Concessionaire's operations hereunder.

Section 902. Property Insurance. Concessionaire will provide fire and related insurance coverage for the full value of the improvements and equipment installed on the Premises.

Section 903. Damage or Destruction of Terminal Building. The building in which the Premises are located will be insured by City under a policy of fire and extended coverage.

If the building is destroyed or damaged to such an extent as to be uneconomically repairable, City may terminate this

Agreement by written notice to Concessionaire.

If the building is repairable, City will begin such repairs as soon as is practicable. City will attempt to find temporary Premises during the repair. City will not be liable or responsible for any inconvenience or loss of any kind whatsoever, including the loss by Concessionaire of business resulting from such damage.

Section 904. Evidence of Insurance. Certificates of Insurance, or other evidence of insurance coverage required of Concessionaire in this Article, shall be delivered to the Director in form and content satisfactory to City.

At least 15 days prior to the expiration of any such policy, Concessionaire shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and with a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving 30 days notice to the Director. Each such insurance policy shall also provide primary coverage to the City, its Board of Aldermen, Airport Commission, officers, agents and employees. In the event of overlapping policies or duplicate coverage, Concessionaire's coverage shall be deemed the primary coverage and any other coverage shall be deemed excess coverage.

Section 905. Indemnification. Concessionaire shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of Concessionaire's officers, agents, employees, contractors, subcontractors, independent contractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or their designee shall give to Concessionaire reasonable notice of any such claims or actions. Concessionaire shall also use counsel reasonably acceptable to the City Counselor of the City or their designee, after consultation with the Airport Director or their designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 906. Adjustment of Claims. Concessionaire shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Concessionaire under this Agreement.

Section 907. Occupancy of Premises. Concessionaire agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

Section 908. Waiver of Subrogation. Concessionaire on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for any loss or damage to Concessionaire's officers, agents, or employees or its property or the property of others under Concessionaire's control, to the extent that such loss is covered by a valid insurance policy. Concessionaire shall provide notice of this waiver of subrogation to its insurer(s).

## **ARTICLE X ASSIGNMENT AND SUBCONTRACTING**

Section 1001. Assignment. Concessionaire shall not assign this Agreement. Any such transfer or assignment shall constitute a default on the part of the Concessionaire under this Agreement. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision of the Agreement.

Section 1002. Subcontracting. Concessionaire shall not subcontract or sublet the Premises, or any portion thereof except as may be required to secure DBE participation and only with the prior written approval of the City. The parties understand and agree that Concessionaire is responsible for the performance of its subcontractors under this Agreement. Such subcontract must require, at a minimum, the strict compliance with all provisions of this Agreement and that subcontractor will use the Premises solely for the purposes identified in this Agreement.

Section 1003. Bankruptcy. In the event that there is an assignment of this Agreement by operation of law, the City shall be entitled within ninety (90) days after notice thereof given in writing to exercise the City's option hereby given to end the term on the date which shall be no sooner than forty-five (45) days after the date of such determination by the City. An assignment by operation of law, as the term is used herein, shall include but not be limited to the vesting of Concessionaire's right, title and interest in the Concessionaire's furnishings, removable fixtures, equipment, or Concessionaire's interest in this Agreement, in a trustee in bankruptcy or in an assignee for the benefit of creditors or in a purchase thereof at judicial sale or other involuntary or forced sale. It is the purpose of the foregoing provision to prevent the vesting in any such purchaser, referee, trustee or assignee any rights, title or interest in the City premises or any of the removable fixtures, except subject to the City's right to end the term.

**ARTICLE XI  
TERMINATION OF AGREEMENT IN ENTIRETY**

Section 1101. City's Right to Terminate. City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the happening of, but not limited to, any one or more of the following events.

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If, during the term of this Agreement, Concessionaire shall:
  - 1. apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
  - 2. file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
  - 3. make a general assignment for the benefit of creditors;
  - 4. file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
  - 5. file an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent, or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree shall continue unstayed and in effect for any period of 90 consecutive days;
  - 6. fail to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
  - 7. fail to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
  - 8. allow a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of Concessionaire and is not removed or enjoined within thirty (30) days;
  - 9. desert, vacate or discontinue all or a portion of its operation of the Premises which, in the opinion of the Director, results in a failure to provide the public and others the service contemplated hereunder;
  - 10. fail to meet the DBE goal as described in Article XII of this Agreement;
  - 11. fail in the performance of any terms, covenants or conditions herein required to be performed by Concessionaire.

On the date set forth in the notice of termination, the term of this Agreement and all right, title and interest of Concessionaire shall expire, except as otherwise provided in Section 1103 hereof.

This Agreement shall be considered in default when Concessionaire fails to comply with any of the terms, covenants or conditions of this Agreement. Failure of City to take any authorized action upon default by Concessionaire of any of the terms, covenants or conditions required to be performed, kept and observed by Concessionaire shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by City from Concessionaire for any period or periods after a default by Concessionaire of any of the terms, covenants and conditions herein required to be performed, kept and observed by Concessionaire shall not be deemed a waiver or estopping of any right on the part of City to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any of said terms, covenants or conditions.

Section 1102. Concessionaire's Right to Terminate. Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, for the following causes:

- A. if a court of competent jurisdiction issues an injunction or restraining order against City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety;
- B. if City shall have abandoned the Airport for a period of at least 60 days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers;
- C. in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that an agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport, and any of said events shall result in material interference with Concessionaire's normal business operations or substantial diminution of Concessionaire's gross

revenue from the operation at the Airport, continuing for a period in excess of 60 days;

- D. if City shall have failed in the performance of any specific covenant within the control of City and required by this Agreement to be performed by City.

Section 1103. Procedures for Termination. No termination declared by either party shall be effective unless and until not less than 45 days have elapsed after notice by either party to the other specifying the date and cause of termination, except that for Concessionaire's failure to make any payments specified in Section 1101 (A) or provide the insurance specified in Article IX, the effective date of termination shall be 45 days from the payment(s) due date with notice to Concessionaire or 30 days from the date insurance is not provided with notice to Concessionaire; and no such termination, except for termination for Concessionaire's failure to make any payments or provide insurance, shall be effective if the party at default (1) cannot by the nature of the default cure it within such 45 day period, (2) commences to correct such default within said 45 days and (3) corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by City upon the default of payment of charges and fees as provided herein, then Concessionaire agrees also to pay a reasonable attorney's fee and cost of litigation.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of City and Concessionaire specified in this Article are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

## **ARTICLE XII DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

### Section 1201. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum DBE participation goal of not less than 30% of the total Gross Revenues earned in the exercise of the concession rights granted in Section 302. This goal remains in effect throughout the term of the Agreement. Credit toward the DBE goal will only be given for the use of DBE's certified by processes acceptable to the Director. Concessionaire submitted at time of Bid a DBE participation plan which detailed the method(s) and percentage of DBE participation it offers in the performance of this Agreement. This DBE participation plan must be approved in writing by the Director before it may be implemented. Concessionaire is obligated to meet the 30% DBE participation or the amount of participation detailed in its DBE participation plan as approved by the Director.
- B. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 26. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 26.
- Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- C. Substitutions of DBE's must be approved in writing by the Director. Substitution of a DBE will be allowed only when the DBE has failed to perform due to default of its subcontract or agreement. Concessionaire understands, warrants and agrees that it shall not amend or terminate its agreement with the DBE without cause and shall timely forward supporting documentation substantiating the cause of the default or termination to the Director for review. Concessionaire shall immediately take steps to obtain a replacement certified DBE through good faith efforts. If a replacement DBE cannot be located, Concessionaire must make good faith efforts to subcontract or contract out for other rights to secure DBE participation. If a replacement DBE subcontract or agreement is secured, the subcontract or agreement must be reviewed and certified by the Contracts Administration/DBE Office prior to implementation. The Director will determine if Concessionaire has made acceptable good faith efforts. Concessionaire must immediately begin operations in place of a DBE that has failed to perform.
- D. Concessionaire shall operate its Shoe Shine Concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 26, as applicable and as said regulations may be amended or new regulations promulgated, and the St. Louis Airport Authority's Contracts Administration/DBE Program. Concessionaire shall also comply with any City of St. Louis executive order, resolution or ordinance enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, City shall have the right to terminate this Agreement and to re-enter and repossess the Premises thereon and hold the same as if this Agreement had never been made or issued.

Section 1202. Noncompliance. Concessionaire understands that any substantial deviation from Section 1201, as determined by City, may subject the Agreement to termination in accordance with the procedure established in Section 1103.

### ARTICLE XIII LIQUIDATED DAMAGES

Section 1301. Liquidated Damages. Concessionaire recognizes and hereby agrees and stipulates that the City will lose revenue and/or incur certain cost or expenses, the amounts of which are difficult to ascertain, if the Concessionaire violates any of the terms, covenants, or conditions enumerated below. Therefore, the Concessionaire agrees and stipulates that the Director, on behalf of the City, may elect (after written notice to the Concessionaire of said violation) to impose the charges in amounts described below as liquidated damages on the basis of each violation per day:

VIOLATION	SECTION	CHARGES
Violation of Article III, Rights Clause	301 – 302	\$100.00
Violation of Article VI, Concessionaire's Operation Clause	602 – 609	\$150.00
Violation of Article VII, Improvements and Alterations Clause	707	\$150.00
Violation of Article VIII, Use of Premises Clause	802	\$100.00

The parties hereby stipulate and agree that time is of the essence in this Agreement and that charges provided for within this section shall be deemed liquidated damages and not a penalty or fine and the City may elect, alternatively, to pursue any remedy at law or in equity. Liquidated Damages shall be due upon receipt of notice and each and every part of such payment will be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic Concession Fee as set for in Article V of this Agreement.

### ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 1401. Notice. Except as herein otherwise expressly provided, all notices required to be given to City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, St. Louis, MO 63145, with a copy to the Airport Properties Manager at the same address. All notices, demands, and requests by City to Concessionaire shall be sent by certified mail, return receipt requested addressed to: Airport Shoeshine Corp., 3731 Maffitt, St. Louis, MO, 63113.

Both parties or either party may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Concessionaire or said Director.

Section 1402. Conditions of Default. This Agreement shall be considered in default when Concessionaire fails to fulfill any of the terms, covenants or conditions of this Agreement and such default shall be considered a material breach of this Agreement for which the City at its option may terminate this Agreement as provided for in ARTICLE XI of this Agreement.

#### Section 1403. Non-Discrimination and Affirmative Action Program.

- A. Concessionaire hereto understands and agrees that City, in operation and use of Lambert-St. Louis International Airport, will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Concessionaire hereby agrees that their premises shall be posted to such effect as required by such regulation.
- B. Concessionaire agrees that in performing under this Agreement, neither they nor anyone under their control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.
- D. Concessionaire agrees that should it be determined by Concessionaire or City that they will be unable to conform to their approved positive employment program submitted to determine eligibility under the fair employment practices provisions



of City Code, they will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency (CREA) within 10 days of such determination, as to the steps to be taken by Concessionaire to achieve the provisions of their program.

- E. Concessionaire will permit reasonable access by City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
- F. Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements he enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- G. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group or association as a result of compliance with the clauses (A through F) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within 10 days.
- H. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.
- I. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub-organizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

Section 1403. No Personal Liability. No Alderman, Commissioner, Director, officer, employee or other agent of either party shall be personally liable under or in connection with this Agreement.

Section 1404. Force Majeure. Neither City nor Concessionaire shall be deemed in violation of this Agreement, if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control. A "Year 2000 problem," as defined in Section 1423 of this Agreement, is not intended by the parties hereto to be covered by this clause.

Section 1405. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto.

Section 1406. Quiet Enjoyment. Subject to the provisions of the Agreement, City covenants that Concessionaire, on paying the rentals and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the premises.

Section 1407. Operation and Maintenance of Airport. City shall at all times operate the Airport properly and in a sound and economical manner; and City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

Section 1408. Title to Site. The premises from the date hereof until the termination of this Agreement shall be owned in fee simple title by City or in such lesser estate as in the opinion of City Counselor is sufficient to permit the letting thereof by City as herein provided for the full term provided in this Agreement.

Section 1409. Agreements with the United States. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

Section 1410. Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable City to obtain said Federal Aviation

Administration funds.

Section 1411. Governing Law. This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the Charter of the City of St. Louis.

Section 1412. Headings. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1413. Amendments. This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of all the parties hereto.

Section 1414. Withholding Required Approvals. Whenever the approval of City, or the Director, or of Concessionaire is required herein, no such approval shall be unreasonably requested or withheld. Whenever the approval of City is required, the approval must be in writing and the approving official is the Director or the person duly designated to perform one or more of the Director's duties under this Agreement.

Section 1415. Waivers. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waivers must be in writing and signed by the party waiving.

Section 1416. Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either City or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

Section 1417. Americans with Disabilities Act (ADA). Concessionaire shall be responsible for compliance with the Federal ADA, plus any State laws and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

Section 1418. Not a Lease. This Agreement is not a lease and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, and Concessionaire will in no instance be deemed to have acquired any possessory rights against City or the Premises or be deemed to be a tenant of City.

Section 1419. Advertising. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1420. Conflicts Between Tenants. In the event of a conflict between Concessionaire and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final.

Section 1421. Prevailing Wage. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is in accordance with City of St. Louis Ordinance No. 62124.

Section 1422. Entire Agreement. This Agreement, together with all exhibits attached hereto and the Instructions to Bidders and Concessionaire's Bid which are incorporated herein by reference, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto. In the event of any inconsistency or conflict between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- |    |  |    |                        |
|----|--|----|------------------------|
| a. | Agreement                              | c. | Concessionaire's Bid   |
| b. | Exhibits and Attachments to Agreement. | d. | Instructions to Bidder |

Section 1423. Year 2000 Compliance – Performance Covenants.

- A. Concessionaire represents, covenants, agrees and warrants that it will not permit a Year 2000 problem in its computer system, software or equipment owned, leased, or licensed by it (for its own use), its affiliates or subsidiaries to interfere with its performance under this Agreement. Concessionaire agrees to request, from those of its suppliers whose performance may materially affect its performance hereunder, that each such supplier undertake the same obligation with respect to such material performance. Concessionaire will use reasonable commercial efforts to cooperate and share information to further comply with this section, and to minimize the impact of any circumstance indicating a possible obstacle to such compliance and the steps being taken to avoid or overcome the obstacle.

- B. A "Year 2000 problem" used in paragraph A means a date-handling problem relating to the Year 2000 date change that would cause a computer system, software or equipment to fail to correctly perform, process and handle date-related data for the dates within and between the twentieth and twenty-first centuries and all other centuries.

Section 1424. Time is of the Essence. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

Section 1425. Acknowledgement of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule, of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed, in the interpretation of this Agreement or any amendments, modifications or exhibits thereto. The provisions of this Agreement shall survive the expiration or early termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Agreement the day and year first above written.

Pursuant to City of St. Louis Ordinance \_\_\_\_\_ approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

The foregoing Agreement was approved by the Airport Commission at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

THE CITY OF ST. LOUIS

\_\_\_\_\_  
Commission Chairman                      Date  
and Director of Airports

APPROVED AS TO FORM:

COUNTERSIGNED:

\_\_\_\_\_  
City Counselor                      Date  
City of St. Louis

\_\_\_\_\_  
Comptroller,                      Date  
City of St. Louis

ATTEST:

\_\_\_\_\_  
Register,                      Date  
City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on \_\_\_\_\_, 2001.

\_\_\_\_\_  
Secretary,                      Date  
Board of Estimate & Apportionment

AIRPORT SHOESHINE CORPORATION

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved: June 29, 2001**

See attached Exhibit A - Shoe Shine (Sht 2, 3, 4 & 5 of 5)

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as set forth below for themselves, their successors and assigns.

Pursuant to City of St. Louis Ordinance \_\_\_\_\_, approved on \_\_\_\_\_.

**CONCESSIONAIRE**

**ATTEST**

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MR. CHARLES WILSON**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:**

The foregoing Amendment to Agreement was approved by the Airport Commission at its meeting on \_\_\_\_\_, 2004.

\_\_\_\_\_  
Commission Chairman and Director of Airports

Date: \_\_\_\_\_

The foregoing Amendment was approved by the Board of Estimate and Apportionment at its meeting on \_\_\_\_\_, 2004.

\_\_\_\_\_  
Secretary, Board of Estimate and Apportionment

Date: \_\_\_\_\_

**APPROVED AS TO FORM ONLY BY:**\_\_\_\_\_  
City Counselor, City of St. Louis

Date: \_\_\_\_\_

**COUNTERSIGNED BY:**\_\_\_\_\_  
Comptroller, City of St. Louis

Date: \_\_\_\_\_

**ATTESTED TO BY:**\_\_\_\_\_  
Register, City of St. Louis

Date: \_\_\_\_\_

**Approved: March 10, 2004****ORDINANCE NO. 66191 - EXHIBIT A (ORDINANCE NO. 65215 - Shoe Shine (Sht 2, 3, 4 & 5 of 5))**